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8 Attorneys for Plaintiff  
9 **LINDORA, LLC**

10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12 LINDORA, LLC, a Delaware limited  
13 liability company,

14 Plaintiff,

15 vs.

16 LIMITLESS LONGEVITY LLC, a  
17 Pennsylvania limited liability company,

18 Defendant.

No. '15CV2847 JAH KSC

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT, FALSE  
DESIGNATION OF ORIGIN,  
AND UNFAIR COMPETITION**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Lindora, LLC (“Plaintiff Lindora” or “Lindora”) hereby complains  
2 of Defendant Limitless Longevity LLC (“Defendant”) and alleges as follows:

3 **THE PARTIES**

4 1. Lindora is a limited liability company organized and existing under the  
5 laws of the state of Delaware with its principal place of business at 2975 Red Hill  
6 Avenue, Costa Mesa, California 92626.

7 2. Lindora is informed and believes, and thereon alleges, that Defendant  
8 is a limited liability company organized and existing under the laws of the  
9 commonwealth of Pennsylvania with its principal place of business at 1601 Walnut  
10 Street, Suite 810, Philadelphia, Pennsylvania 19102.

11 3. Lindora is informed and believes, and thereon alleges, that Defendant  
12 operates an interactive website with the address at <http://drseltzerweightloss.com>  
13 and conducts its business nationwide using this website.

14 4. Lindora is informed and believes, and thereon alleges, that Defendant  
15 regularly conducts business in, and has committed the acts alleged herein, within  
16 this judicial district.

17 **JURISDICTION AND VENUE**

18 5. This is an action for (a) trademark infringement arising under  
19 15 U.S.C. § 1114; (b) false designation of origin arising under 15 U.S.C. § 1125(a);  
20 (c) trademark infringement arising under the common law of the state of California;  
21 and (d) unfair competition under the common law of the state of California and  
22 California Business & Professions Code § 17200 *et seq.*

23 6. This Court has original subject matter jurisdiction pursuant to  
24 15 U.S.C. §§ 1116(a) and 1121(a) as well as 28 U.S.C. §§ 1331 and 1338 over the  
25 claims arising under the laws of the United States. This Court has supplemental  
26 jurisdiction over the remaining claims herein pursuant to 28 U.S.C. § 1367(a)  
27 because the state law claims are so related to the federal claims that they form part  
28 of the same case or controversy and derive from a common nucleus of operative

1 facts.

2 7. This Court has personal jurisdiction over Defendant because Lindora is  
3 informed and believes and alleges on that basis that Defendant has a continuous,  
4 systematic, and substantial presence within this judicial district including  
5 conducting and soliciting business to individuals in this judicial district services in  
6 the fields of weight loss and general fitness. Defendant also operates a website at  
7 <http://drseltzerweightloss.com> that facilitates its medical consultation services, and  
8 its website is directed at consumers nationwide, including in this judicial district.

9 8. Venue in this district is proper under 28 U.S.C. § 1391(b)-(d).

10 **GENERAL ALLEGATIONS**

11 9. Lindora has provided a wide variety of innovative weight control and  
12 weight loss services since at least as early as 1971 and has continuously developed  
13 its business, enjoying significant commercial success and recognition to the present  
14 day.

15 10. Since at least as early as 1989, Lindora has used, marketed, and sold  
16 its inventive weight control and weight loss services with the marks LEAN FOR  
17 LIFE! and LEAN FOR LIFE (collectively, the “Lindora Marks”). Since Lindora  
18 has been using the Lindora Marks, its use of the marks in connection with its  
19 services has been continuous and exclusive.

20 11. As a result of Lindora’s substantial use and promotion of the Lindora  
21 Marks with its goods and services, the Lindora Marks became entrenched in the  
22 minds of consumers as source indicators for Lindora’s market-leading goods and  
23 services.

24 12. After more than twenty-five years of using, promoting, and investing  
25 money in the protection and marketing of LEAN FOR LIFE!, the Lindora Marks  
26 have each become well-known to consumers and are two of Lindora’s most  
27 important assets. The Lindora Marks immediately distinguish Lindora’s goods and  
28 services from those provided by third parties while concomitantly signaling to

1 consumers that any goods and services provided under the Lindora Marks originate  
2 from a well-respected innovator that provides only the highest-quality weight  
3 control and weight loss goods and services.

4 13. Lindora is the owner of Trademark Registration Nos. 1,868,744 and  
5 3,228,958 for the Lindora Marks.

6 14. Lindora is the owner of Trademark Registration Nos. 1,868,744 and  
7 3,228,958 for the Lindora Marks. These Trademark Registrations have been  
8 assigned from Lindora, Inc. to Lindora, LLC.

9 15. Lindora's Trademark Registration No. 1,868,744 for LEAN FOR  
10 LIFE! was registered with the United States Patent & Trademark Office on  
11 December 20, 1994 on the Principal Register. Registration No. 1,868,744 is  
12 associated with the following: weight control and weight loss services, including  
13 providing psychological consultation, diet planning and supervision, physical  
14 therapy and physical fitness instruction. A true and correct copy of the Registration  
15 Certificate for this trademark is attached as **Exhibit A**.

16 16. Lindora's Trademark Registration No. 3,228,958 for LEAN FOR LIFE  
17 was registered with the United States Patent & Trademark Office on April 17, 2007,  
18 on the Principal Register. Registration No. 3,228,958 is associated with the  
19 following: dietetic substances, including multi-vitamins, ketosis sticks for  
20 determining fat burning status; and meal replacement powder drink in various  
21 flavors to be used in connection with medical clinics oriented to weight  
22 management and weight loss, meal replacement, including chocolate drink in the  
23 nature of vegetable-based chocolate food beverages, snacks, including protein  
24 based nutrient-dense snack bars, soy nuts and soups, meal replacement, including  
25 puddings, hot chocolate and pudding mixes in various flavors to be used in  
26 connection with medical clinics oriented to weight management and weight loss. A  
27 true and correct copy of the Registration Certificate for this trademark is attached as  
28 **Exhibit B**.

1           17. Without permission or consent from Lindora, Defendant has used and  
2 is using the confusingly similar mark, such as LEAN FOR LIFE and LEAN4LIFE  
3 (collectively, the “Infringing Marks”), to promote its fitness and weight loss  
4 consultation services, which compete directly with the goods and services provided  
5 by Lindora under the Lindora Marks.

6           18. Defendant provides and markets its services using online tools and by  
7 contributing or providing interviews to a variety of media outlets with a nationwide  
8 scope, including but not limited to Skype, Facebook, Twitter, YouTube, Instagram,  
9 Yahoo Health’s Advisory Board, ABC News, Cosmopolitan, and the Wall Street  
10 Journal. Defendant uses its national media presence to promote goods in the weight  
11 loss and fitness markets that directly compete with the goods and services provided  
12 by Lindora under the Lindora Marks.

13           19. Lindora is informed and believes, and on that basis alleges, that  
14 Defendant’s unauthorized use of infringing marks is intended to trade upon the  
15 goodwill and reputation associated with Lindora and the Lindora Marks.

16           20. Defendant began using Infringing Marks after Plaintiff Lindora’s  
17 registration of the Lindora Marks.

18           21. Lindora is informed and believes, and on that basis alleges, that  
19 Defendant continued to promote and offer Defendant’s services using Infringing  
20 Marks despite having reason to know that Defendant is engaging in trademark  
21 infringement.

22           22. In addition, Defendant continued using the Infringing Marks even after  
23 Lindora sent a letter to Defendant on October 29, 2015, in which Lindora requested  
24 that Defendant stop using the Infringing Marks.

25           23. Lindora is informed and believes, and on that basis alleges, that  
26 Defendant’s use of Infringing Marks is willful and calculated to cause mistake or  
27 deception as to the source of Defendant’s weight loss and fitness services.

28           24. By virtue of the acts complained of herein, Defendant has injured

1 Lindora's business reputation by creating a formidable likelihood that consumers  
2 will be confused or deceived as to the source of Defendant's services at issue or  
3 believe that a relationship exists between Lindora and Defendant or Lindora and the  
4 goods recommended by Defendant when no such relationship exists. By these acts,  
5 Defendant competes unfairly with Lindora by trading on the consumer recognition  
6 associated with the Lindora Marks while simultaneously diminishing the decades of  
7 work and investment that Lindora has put into its Lindora Marks.

8 25. At no time has Lindora given Defendant license, permission, or  
9 authority to use or display the Lindora Marks in any way.

10 26. Lindora is informed and believes, and on that basis alleges, that  
11 Defendant's acts described above were willful, malicious, and carried out with  
12 intent to infringe upon the Lindora Marks, deceive consumers, and unfairly  
13 compete with Lindora.

14 27. Defendant's acts complained of herein have caused Lindora to suffer  
15 irreparable injury to its business. Lindora has and will continue to suffer substantial  
16 loss of goodwill and reputational injury unless and until Defendant is preliminarily  
17 and permanently enjoined from its wrongful actions complained of herein.

18 **FIRST CLAIM FOR RELIEF**

19 **(Federal Trademark Infringement)**

20 **(15 U.S.C. § 1114)**

21 28. Lindora repeats and realleges the allegations of paragraphs 1 through  
22 27 of this complaint as if set forth fully herein.

23 29. This is a claim for trademark infringement arising under 15 U.S.C.  
24 § 1114.

25 30. Defendant has used in commerce, without Lindora's permission,  
26 reproductions, copies, or colorable imitations of the Lindora Marks in connection  
27 with the distribution, sale, offer for sale, advertising, and/or promoting of  
28 Defendant's weight loss and fitness services, which directly overlap and compete

1 with the goods and services provided by Lindora under the Lindora Marks and are  
2 sold in overlapping channels of trade.

3 31. Defendant's use in commerce of reproductions, copies, or colorable  
4 imitations of the Lindora Marks for Defendant's weight loss and fitness services is  
5 likely to cause consumer confusion, mistake, or to deceive consumers.

6 32. Lindora is informed and believes, and on that basis alleges, that  
7 Defendant's activities complained of herein constitute willful and intentional  
8 infringement of the Lindora Marks, and that Defendant committed such acts  
9 intending to unfairly compete against Lindora, trade upon Lindora's reputation and  
10 goodwill by causing confusion and mistake among the parties' overlapping  
11 consumers, and deceive the public into believing that Defendant's services are  
12 associated with, sponsored by, or approved by Lindora when they are not.

13 33. Lindora is informed and believes, and on that basis alleges, that  
14 Defendant has willfully infringed the Lindora Marks in violation of 15 U.S.C.  
15 § 1114 by continuing to use the Infringing Marks despite becoming aware of  
16 Lindora's Marks.

17 34. Lindora is informed and believes, and on that basis alleges, that  
18 Defendant has derived and received, and will continue to derive and receive, gains,  
19 profits, and advantages from the use of marks that infringe upon the Lindora Marks  
20 in an amount that is not presently known to Lindora.

21 35. By reason of Defendant's actions, Lindora has been and continues to  
22 be damaged and is entitled to monetary relief in an amount to be determined at trial.

23 36. Defendant's actions have caused and are causing Lindora irreparable  
24 harm for which Lindora has no adequate remedy at law.

## 25 **SECOND CLAIM FOR RELIEF**

### 26 **(Federal Unfair Competition & False Designation Of Origin)**

#### 27 **(15 U.S.C. § 1125(a))**

28 37. Lindora repeats and realleges the allegations of paragraphs 1 through

1 36 of this complaint as if set forth fully herein.

2 38. This is a claim for unfair competition and false designation of origin  
3 arising under 15 U.S.C. § 1125(a).

4 39. Without Lindora's consent, Defendant has created and continues to  
5 create a false designation of origin by using the Lindora Marks and/or other marks  
6 confusingly similar to the Lindora Marks in commerce in connection with the sale,  
7 offering for sale, advertising, and/or promotion of Defendant's weight loss and  
8 fitness services, thereby causing a likelihood of consumer confusion, mistake, or  
9 deception as to an affiliation, connection, or association with Lindora or to suggest  
10 Lindora as the origin of Defendant's services, or that Lindora has sponsored or  
11 approved of Defendant's commercial activities.

12 40. Lindora is informed and believes, and on that basis alleges, that  
13 Defendant acted with the intent to unfairly compete against Lindora by trading  
14 upon Lindora's reputation and goodwill thereby causing confusion and mistake  
15 among consumers and the public, deceiving the public into believing that  
16 Defendant's services are associated with, sponsored by, or approved by Lindora  
17 when they are not.

18 41. Lindora is informed and believes, and on that basis alleges, that  
19 Defendant had actual knowledge of Lindora's ownership and prior use of the  
20 Lindora Marks as well as the federal trademark registrations therefor and without  
21 Lindora's consent has willfully committed acts of unfair competition and false  
22 designation of origin in violation of 15 U.S.C. § 1125(a).

23 42. Lindora is informed and believes, and on that basis alleges, that  
24 Defendant has derived and received, and will continue to derive and receive, gains,  
25 profits, and advantages from Defendant's false designation of origin, false or  
26 misleading statements, descriptions of fact, or false or misleading representations of  
27 fact in an amount that is not presently known to Lindora.

28 43. By reason of Defendant's actions, constituting false designation of



1 origin, false or misleading statements, false or misleading descriptions of fact, false  
2 or misleading representations of fact, and/or unfair competition, Lindora has been  
3 and continues to be damaged and is entitled to monetary relief in an amount to be  
4 determined at trial.

5 44. Defendant's actions, constituting false designation of origin, false or  
6 misleading statements, false or misleading description of fact, false or misleading  
7 representations of fact, and/or unfair competition, have caused and are causing  
8 Lindora irreparable harm for which Lindora has no adequate remedy at law.

### 9 **THIRD CLAIM FOR RELIEF**

#### 10 **(California Common Law Trademark Infringement)**

11 45. Lindora repeats and realleges the allegations of paragraphs 1 through  
12 44 of this complaint as if set forth fully herein.

13 46. This is a claim for trademark infringement arising under California  
14 common law.

15 47. Defendant's acts complained of herein constitute trademark  
16 infringement under California common law. Defendant's acts were and are willful,  
17 deliberate, and committed with knowledge that Defendant's unauthorized use of the  
18 Lindora Marks or confusingly similar marks creates a likelihood of consumer  
19 confusion.

20 48. Lindora is informed and believes, and on that basis alleges, that  
21 Defendant has derived and received, and will continue to derive and receive, gains,  
22 profits, and advantages from the use of marks that infringe upon the Lindora Marks  
23 in an amount that is not presently known to Lindora.

24 49. By reason of Defendant's actions, Lindora has been and continues to  
25 be damaged and is entitled to monetary relief in an amount to be determined at trial.

26 50. Due to Defendant's trademark infringement, Lindora has suffered and  
27 continues to suffer great and irreparable injury for which Lindora has no adequate  
28 remedy at law.

1           51. Defendant's willful acts of trademark infringement under the common  
2 law of California constitute fraud, oppression, and malice. Accordingly, Lindora is  
3 entitled to exemplary damages.

4                                   **FOURTH CLAIM FOR RELIEF**

5                                   **(California Unfair Competition)**

6           52. Lindora repeats and realleges the allegations of paragraphs 1 through  
7 51 of this complaint as if set forth fully herein.

8           53. This is a claim for unfair competition, arising under California  
9 Business & Professions Code § 17200 *et seq.* and California common law.

10          54. Defendant's acts of trademark infringement and false designation of  
11 origin complained of herein constitute unfair competition with Lindora under the  
12 common law and statutory laws of the state of California, particularly California  
13 Business & Professions Code § 17200 *et seq.*

14          55. Lindora is informed and believes, and on that basis alleges, that  
15 Defendant has derived and received, and will continue to derive and receive, gains,  
16 profits, and advantages from Defendant's unfair competition in an amount that is  
17 not presently known to Lindora.

18          56. By reason of Defendant's wrongful acts as set forth in this complaint,  
19 Lindora has been and continues to be damaged and is entitled to monetary relief in  
20 an amount to be determined at trial.

21          57. By its actions, Defendant has injured and violated the rights of Lindora  
22 and has irreparably injured Lindora, and such irreparable injury will continue unless  
23 Defendant is enjoined by this Court.

1           **WHEREFORE**, Lindora prays for judgment in its favor against Defendant  
2 for the following relief:

3           A.     That the Lindora Marks and the registrations therefor be deemed valid  
4 and willfully infringed by Defendant in violation of 15 U.S.C. § 1114 *et seq.*;

5           B.     That a preliminary and permanent injunction issue against Defendant,  
6 its officers, agents, servants, employees, representatives, successors, assigns, and all  
7 persons, firms, or corporations in active concert or participation with Defendant,  
8 enjoining them from engaging in the following activities and from assisting or  
9 inducing, directly or indirectly, others to engage in the following activities:

10               1.     using the Lindora Marks or any confusingly similar mark or  
11 mark that is likely to create the erroneous impression that Defendant's goods  
12 and/or services originate from Lindora, are endorsed by Lindora, or are  
13 connected to Lindora in any way to market, advertise, promote, sell, offer for  
14 sale, provide, and/or identify Defendant's services;

15               2.     manufacturing, distributing, shipping, importing, reproducing,  
16 displaying, advertising, marketing, promoting, transferring, selling, and/or  
17 offering to sell any weight loss services or informational material, or related  
18 goods or services, using any of the Lindora Marks and/or any confusingly  
19 similar marks;

20               3.     otherwise infringing upon the Lindora Marks and/or any of  
21 Lindora's other trademarks;

22               4.     falsely designating the origin of Defendant's services;

23               5.     unfairly competing with Lindora in any manner; and

24               6.     causing a likelihood of confusion or injuries to Lindora's  
25 business reputation;

26           C.     That Defendant be directed to file with this Court and serve on Lindora  
27 within thirty (30) days after the service of the injunction, a report, in writing, under  
28 oath, setting forth in detail the manner and form in which Defendant has complied

1 with the injunction pursuant to 15 U.S.C. § 1116;

2 D. That, because of the exceptional nature of this case resulting from  
3 Defendant's deliberate and malicious actions, this Court award to Lindora all  
4 reasonable attorneys' fees, costs, and disbursements incurred as a result of this  
5 action, pursuant to 15 U.S.C. § 1117;

6 E. That Defendant be required to account for any and all profits derived  
7 from its acts of trademark infringement, false designation of origin, and unfair  
8 competition complained of in this complaint;

9 F. That Lindora be awarded damages for Defendant's trademark  
10 infringement pursuant to 15 U.S.C. § 1117 in the form of Defendant's profits,  
11 damages sustained by Lindora, and the costs of the action together with  
12 prejudgment and postjudgment interest;

13 G. That Defendant's acts of trademark infringement, false designation of  
14 origin, and unfair competition complained of in this Complaint be deemed willful,  
15 and that Lindora be entitled to enhanced damages;

16 H. That Defendant be adjudged to have willfully and maliciously  
17 infringed upon the Lindora Marks in violation of Lindora's rights under California  
18 common law;

19 I. That Defendant be adjudged to have competed unfairly with Lindora  
20 under the common law of the state of California;

21 J. That Defendant be adjudged to have competed unfairly with Lindora  
22 under California Business & Professions Code § 17200 *et seq.*, and that  
23 Defendant's actions in so doing be adjudged willful and done knowingly;

24 K. That an accounting be ordered to determine Defendant's profits  
25 resulting from its infringement, unfair competition, and false designation of origin,  
26 and that Lindora be awarded monetary relief in an amount to be fixed by the Court  
27 in its discretion as it finds just as an equitable remedy, including:

28 1. all profits received by Defendant from sales and revenues of any

- 1 kind made as a result of infringing actions, said amount to be trebled;
- 2 2. all damages sustained by Lindora as a result of Defendant's acts
- 3 of infringement, unfair competition, and false designation of origin, and that
- 4 such damages be trebled; and
- 5 3. punitive damages stemming from Defendant's willful,
- 6 intentional, and malicious acts;
- 7 L. That such damages and profits be trebled and awarded to Lindora
- 8 pursuant to 15 U.S.C. § 1117;
- 9 M. That Lindora recover exemplary damages pursuant to California Civil
- 10 Code § 3294;
- 11 N. That Lindora have and recover the costs of this civil action, including
- 12 reasonable attorneys' fees;
- 13 O. An award of prejudgment and postjudgment interest and costs of this
- 14 action against Defendant; and
- 15 P. Such other and further relief as this Court may deem just and proper.
- 16

17 Dated: December 17, 2015

MANATT, PHELPS & PHILLIPS, LLP

19 By: /s/ Yuri Mikulka

20 Yuri Mikulka  
21 Danielle Mihalkanin  
22 Attorneys for Plaintiff  
23 Lindora, LLC  
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**DEMAND FOR JURY TRIAL**

Plaintiff Lindora, LLC, hereby demands a trial by jury on all issues so triable.

Dated: December 17, 2015

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Yuri Mikulka

Yuri Mikulka  
Danielle Mihalkanin  
Attorneys for Plaintiff  
Lindora, LLC